

ORIGINAL

COLLECTIVE BARGAINING AGREEMENT

Between

BOROUGH OF HALEDON

And

**LOCAL 74
SERVICE EMPLOYEES INTERNATIONAL UNION,
AFL-CIO**

JANUARY 1, 2002 THROUGH DECEMBER 31, 2005

**RUDERMAN & GLICKMAN, P.C.
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AGREEMENT

THIS AGREEMENT made this 2nd day of the July of 2003, by and between the Borough of Haledon, a municipal corporation of the State of New Jersey, hereinafter referred to as the Borough and Local 74 of the Service Employees International Union, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE 1
RECOGNITION

- A. The Union is recognized as the exclusive representative for the purpose of collective bargaining in accordance with the certificate of representation issued by the State of New Jersey Public Employment Relations Commission on May 22, 1974.
- B. This Agreement shall apply to employees in accordance with the designation of unit contained in the aforesaid certificate of representation.
- C. All terms within the agreement shall be defined in accordance with the provisions of the New Jersey Employer-Employees Relations Act of 1968 and the several amendments and supplements thereto as well the rules and regulations promulgated by the Public Employment Relations Committee pursuant to the terms of the Act.

ARTICLE 2
HOURS OF WORK

- A. The standard work week for Public Work employees shall be forty (40) hours, consisting of five days of eight (8) hours each, Monday through Friday, except for these operations of the Borough which require continuous attendance.
- B. Public Works employees assigned to the filter plant shall be required to work a forty (40) hour week prior to receiving any overtime pay.
- C. Overtime at the rate of one and a half (1-1/2) times the regular hourly rate shall be paid for all hours worked in excess of eight (8) hours per day in excess of forty (40) hours per week, except as indicated in 2.B for filter plant employees.
- D. The weekly working hour shall include two (2) fifteen (15) minute relief periods per eight (8) hours worked.
- E. If an employee is called into work outside the regular working hours, he will be

guaranteed a minimum of three (3) hours pay at the rate of time and one half.

ARTICLE 3

HOLIDAYS, PERSONAL & BEREAVEMENT DAYS

A. Employees shall be entitled to the following holidays with pay at the straight time rate:

New Year's Day

Martin Luther King's Birthday

President's Day

Good Friday

Memorial Day

Fourth of July

Labor Day

Columbus Day

Election Day

Veterans Day

Thanksgiving Day

Thanksgiving Friday

Christmas Day

There will also be a half (1/2) day each ~given to employees on Christmas

Eve and New Year's Eve when the holiday falls on Monday through Thursday.

Employees required to work on holidays because of continuous operations, including the filter plant, shall be granted compensatory time off with pay.

Compensatory time off with pay is at the regular rate of pay.

- B. Employees shall be entitled to two (2) additional days which shall be called personal days, (one of which shall be interchangeable to be used as an additional sick leave day) and shall be paid at the straight time rate of eight (8) hours and may be used for celebrating a birthday or attending to special business. Employees shall give forty-eight (48) hours advance notice to the Superintendent of the Department of Public Works of any intention to take a personal day.
- C. Employees shall be entitled to three (3) days of Bereavement Leave for the death of the following family members: parent, spouse, child, in-laws, grandparent, grandchild or sibling.

ARTICLE 4

WAGES FOR TERM OF CONTRACT

- A. Retroactive to January 1, 2002, all employees covered by this Agreement shall receive an increase of 3.25% per hour over and above the wages of year 2001. Effective January 1, 2003, all employees covered by this Agreement shall receive an increase of 3.25% per hour over the wages of year 2002. Effective January 1, 2004 all employees covered by this Agreement shall receive an increase of 3.25% per hour over the wages of year 2003. Effective January 1, 2005, all employees covered by this Agreement shall receive an increase of 3.25% per hour over the wages of year 2004.
- B. Employees hired for the Department of Public Works will receive ten dollars and thirty-three cents (\$10.33) in 2002, ten dollars and sixty-seven cents (\$10.67) in 2003, eleven dollars and two cent (\$11.02) in 2004 and eleven dollars and thirty-eight cents (\$11.38) in per hour while serving the probation period of ninety (90) days. At the satisfactory completion of said probation service. The employee shall progress to rate IV on the salary schedule.
- C. Employees covered by this Agreement shall receive in addition to any negotiated or agreed upon increase, automatic progression increases within grade in two (2) steps from low to high on each January 1st, until completion. For Example, Grade I has a range, therefore each Grade I employee shall receive an increase between Step I and Step II and between Step II and Step III until the employee reaches maximum. Grade II has a range, therefore each employee shall receive a progression increase between Step I and Step II, between Step II and Step III until the employees reaches maximum. Grade III has a range, therefore each employee shall receive a progression increase between

Step I and Step II and between Step II and Step III until the maximum is reached. Grade IV has a range, therefore each employee shall receive a progression increase between Step I and Step II and between Step II and Step III until the maximum is reached.

- D. Any employee already receiving rates above the minimum for their grade shall receive the above named increments until they reach maximum. The final progression adjustment shall equal the sum needed to reach maximum, and shall be adjusted accordance with annual wage increase.
- E. Employees shall be eligible to progress between Grades I through IV based upon the employee's performance in employee's job. Evaluation shall be by Superintendent of the Department of Public Works on an annual basis and the Superintendent shall make a recommendation for or against employee's progression between grades. In the event the employee receives an unsatisfactory evaluation or recommendation the Union shall have the right to proceed in accordance with the grievance procedure outlined herein.
- F. The aforesaid procedure for evaluating an employee who reaches the top of his grade, shall be completed within one year of the employee reaching the maximum within employee's grade.

ARTICLE 5

POSTING & BIDDING

- A. When a vacancy occurs, the employer shall post on the Union Bulletin Board and make known to the stewards and members of the Units that such a vacancy occurred. Employees wishing to fill that vacancy shall have five (5) days in which to file a written notification to management that they wish to fill that position. Seniority and skill level shall be the governing factors in considering the appointment of an employee so that position coupled with the ability to do the available work. Such vacancy shall be filled within fifteen (15) working days after the posting and bidding procedures and employees entering into the new position shall have thirty (30) days in which to decide if they wish to continue in the new position or return to their past position and management shall have thirty (30) days in which to evaluate and decide whether that employee will be retained in the new position or returned to the old position. The employee will not receive any increase in pay until after the thirty (30) day period of time after an evaluation by both employee and management is complete and if both sides agree, the new salary shall begin upon the thirty (30) day period of time passing. A decision by management on the evaluation of the employee shall be subject to the grievance and arbitration proceeding.

- B. In the event the Borough of Haledon has the need for an employee for the Department of Public Works or the Water Department who is required to have special skills and there is no one within either department with the required special skills or if no one in either department qualifies for the job, then the administration of the Borough may hire a person with the requisite skills from any source. If the event as described in the previous sentence occurs, the Union must be notified prior to the hiring of the employee.

ARTICLE 6

SAFETY EQUIPMENT

- A. The Borough shall provide proper safety equipment and appliances to safeguard the health and safety of employees in accordance with all State and Federal requirements.
- B. There shall be a safety committee consisting of two (2) employees selected by the employees and the Chairman of the Public Works Committee of the Borough Council.
- C. The Borough shall provide safety protective shoe coverings for jackhammer operators. The Borough shall also provide rain gear, gloves and other protective clothing which if damaged, must be returned for replacement.
- D. All vehicles shall be equipped with fire extinguishers.
- E. All safety equipment must be worn at all times when appropriate.

Example: steel tip shoes, safety glasses, vests and ear protectors and safety belts. If this provision is not complied with, progressive disciplinary action will be taken.

ARTICLE 7

BULLETIN BOARDS

- A. The Borough shall provide a bulletin board in the office at the reservoir and work assembly room at Borough Hall Garage for official Union business only. The bargaining representative shall be permitted access to the bulletin board for the purpose of posting union notices and other materials which they desire to bring to the attention of the employees.

ARTICLE 8

GRIEVANCE PROCEDURES

- A. In all cases where a dispute arises between the parties as to the interpretation, application or implementation of any of the provisions of the written agreement, the employees may appeal to the Shop Steward of the Union who shall discuss the dispute with the Superintendent of the Public Works for the purpose of settling the dispute. The parties agree that the Shop Steward and the Superintendent of the Public Works shall attempt in good faith to resolve the dispute.
- B. In the event that the dispute is not settled by the Shop Steward and the Superintendent of Public Works, then the dispute shall be referred to the Business Agent of the Union and the Public Works Committee. It is agreed by the parties that the Business Agent and the Public Works Committee shall attempt in good faith to resolve the dispute.
- C. In the event that the dispute is not settled at the second stage of the grievance procedure, then the grievance shall be referred to the Mayor and Council of the Borough as a whole for the purpose of resolving the dispute. The Mayor and Council shall meet the Business Agent and such other representatives of the Union as the Union desires for the purpose of discussing the dispute. It is agreed that the Mayor and Council and the Union Representative shall attempt in good faith to resolve the dispute.
- D. In the event that the dispute is not resolved by the Mayor and Council of the Borough and the representative of the Union, then a decision shall be rendered by the Mayor and Council after a hearing has been conducted. At the hearing, the Union representative shall be permitted to offer testimony and evidence in support of its position.

- E. If the Union is aggrieved by the decision of the Mayor and Council, then the Union shall appeal through a binding arbitration procedure under the rules of the New Jersey State Board of Mediation. Under their rules, an arbitrator shall be selected by first attempting to get agreement, and, if failing, then under the rules of the New Jersey State Board of Mediation, a mediator shall be appointed.
- a. The decision of the Arbitrator shall be in writing and shall include the reasons for such decision.
- b. The decision of the Arbitrator shall be binding upon the Employer and the Union and the employee.
- c. The parties may direct the Arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.
- d. The costs for the services of the Arbitrator shall be borne equally by the Union and the Borough. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.
- e. The Arbitrator shall be bound by the provisions of this Agreement and the constitutions and laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The Arbitrator shall not have the authority to add to, modify, or detract from in any way the provisions of this Agreement or of any amendment or supplement thereof.
- f. Only one (1) grievance may be submitted to the same arbitrator.

- F. Where there is a dispute, and pending the grievance procedures, work shall continue in the regular and orderly manner without interruption.

ARTICLE 9

ACCESS TO PREMISES

- A. The Union representative or authorized officer shall be permitted to confer with employees on the premises of the employer. However, such conferences shall not interfere with the normal operations of the department and shall be held only after permission has been requested from the employer. Permission, however, shall not be unreasonably refused.

ARTICLE 10
INSURANCE COVERAGE

- A. The Borough agrees to maintain all current insurance coverage.
- B. The Borough shall provide optical insurance coverage to all members of the bargaining unit and their dependents at no cost to the employee up to a maximum of \$250.00.
- C. All vouchers submitted by an employee for the optical plan reimbursement shall be paid by the Borough within forty-five (45) days.
- D. The Borough shall continue to maintain a prescription drug plan covering all employees covered by this Agreement and their dependents at a cost of two (\$2.00) dollars per prescription for generic drugs and five (\$5.00) dollars per prescription for patent drugs to the employee. Effective as soon as practicable, the co-pay shall move to five (\$5.00) dollars per prescription for generic drugs and ten (\$10.00) dollars per prescription for patent drugs.
- E. The Borough shall continue to maintain the State Health Benefits Plan.
- F. The Borough agrees to enroll all covered employees in the New Jersey State Disability Plan and both the Borough and covered employees will contribute to an amount mandated by the State of New Jersey, said coverage will commence forthwith.
- G. The Borough will, in addition to other coverage provided aforesaid, provide the covered employees with a dental plan similar to the one covering the members of the police force of the Borough of Haledon.

ARTICLE 11

SICK LEAVE

- A. Employees shall be entitled to eleven (11) paid sick leave days per year and have the option of using one (1) personal day as an additional sick day as outlined in Article 3, Section B.
- B. A doctor's certificate shall be required for three (3) consecutive sick days, except that on any day in which one-fourth or more of the employees report sick, or if the Director believes there is an abuse, medical certificates may be required by the Mayor and Council for all employees who report sick.
- C. Sick leave days shall accumulate from year to year without limitation until the date of retirement, layoff or involuntary termination. Upon notification by the employee of his intention to retire, the employee may be given the balance of the accumulated sick days off with pay, or at the option of the Borough, the employees may be paid a sum equal to the amount of sick days he has accumulated.
- D. Employees shall receive in writing a schedule of all accumulated sick days at the end of each calendar year.
- E. Employees of the Department of Public Works and Water Department of the Borough of Haledon shall have the option to receive salary for sick days accumulated as follows:
 - 1. If an employee has fifty (50) or less sick days then the employee will not be permitted to receive any salary for accumulated sick days;
 - 2. If the employee has between fifty (50) and one hundred (100) days accumulated sick leave, then on an annual basis, the employee may receive salary for a maximum of five (5) days;
 - 3. In the event the employee has over one hundred (100) sick days accumulated then that employee may receive pay for the sick days accumulated in that year, in any event, the employee cannot be paid for more than eleven (11) sick days per year.

The employee must notify the Borough on or before November 15th of each

year, whether the employee intends to receive payment for any sick days.

The employee will receive a check for sick leave not later than February 28th of the succeeding year.

- F. Employees must personally call in to the superintendent's office or the person in charge when calling in on sick leave prior to the beginning of his/her shift. If no answer, a detailed message shall be left on the message machine.
- G. Employees who retire within the meaning of PERS shall receive up to a maximum \$10,000 for accumulated sick leave.

ARTICLE 12

GENERAL TERM & PROBATION

- A. It is agreed that all current employment policies shall remain in effect.
- B. Probation period for all new employees shall be ninety (90) days from date of hire. During such probation period, such employees shall not be entitled to any of the terms and conditions of the Agreement and shall have no recourse under the grievance procedure. Upon successful completion of the probationary period, all applicable benefits be credited retroactive to the date of hire, all other benefits commence upon completion of probation.

ARTICLE 13

LONGEVITY

- A. Members of the bargaining unit hired prior to December 31, 1987 shall receive longevity as follows:

| | |
|---------------------------|-----|
| After 4 years of service | 2% |
| After 8 years of service | 4% |
| After 12 years of service | 6% |
| After 16 years of service | 8% |
| After 20 years of service | 10% |

- B. Employees hired after January 1, 1988, shall receive longevity as follows:

| | |
|---------------------------|----|
| After 4 years of service | 2% |
| After 8 years of service | 4% |
| After 12 years of service | 6% |
| After 16 years of service | 8% |

ARTICLE 14

VACATION

- A. Employees shall be entitled after employment of one (1) full year to one (1) week's vacation with pay. Full time employees employed for two (2) years or longer are entitled to two (2) weeks vacation with pay. Employees employed for eight (8) years or longer are entitled to three (3) weeks vacation with pay. Employees employed for twelve (12) years or more are entitled to four (4) weeks vacation with pay. Employees employed for twenty (20) years or longer are entitled to five (5) weeks vacation with pay.
- B. The employee shall provide to the Superintendent of the Department of Public Works the proposed vacation schedule for that year prior to March 31st. At the employees' option, one (1) individual vacation day may be taken for each week of vacation entitlement. All vacation request must be submitted in writing by March 31st and seniority shall prevail in choosing vacations.

ARTICLE 15

UNION CHECK-OFF

- A. Upon receipt of an authorized assignment from a member of the bargaining unit, the Borough shall deduct from the employee's wage on the first pay day of each month, a sum certified by the Union to be the amount representing the initiation fee or dues owed to the Union in accordance with the By-Laws and Constitution of the Union.
- B. The employer shall remit the funds so collected to the Union within five (5) days.
- C. The Union shall each month submit a statement to the Borough Treasurer of the amount due together with the certification that the monies so received will be deposited to the Union account in accordance with the By-Laws and Constitution of the Union.

D. **Committee on Political Education (COPE)**

Upon receiving a written authorization from an employee, the Employer will deduct said amount from the employee's regular weekly (bi-weekly) wages, and forward this deduction to Local 74, S.E.I.U. COPE Fund.

E. **Credit Union**

Upon receiving written authorization from an employee, the Employer will deduct from each employee's regular weekly (bi-weekly) wages, the sum designated by the employee on said authorization and forward the sum deducted to the Local 74 Federal Credit Union within one week's time. No deduction shall be made in a pay period where the employee's wages are less than the sum designated to be deducted.

F. **Indemnification**

The Union shall indemnify, defend and save the Borough harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Borough in reliance upon salary deduction authorization cards as furnished by the Union to the Borough, or in reliance upon the official notification on the letterhead of the Union and signed by the president of the Union advising of such changed deduction.

ARTICLE 16
UNION SECURITY

A. Subject to Public Law 1979, Chapter 477, approved February 27, 1980, under the amendment to the New Jersey Employment Act of 1941, employees shall become members of the Union and remain so for the duration of their employment. Should they choose not to become members of the Union, then they will be subject to Section II of the amended act which states:

"Public employees in an appropriate unit who are not members of the majority representative in that unit shall be subject to a payroll pay deduction or a representation fee in lieu of dues to the majority representative, as provided in Section C of this act. The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the majority representative to its own members less the cost of benefits financed through the dues, fees and assessments charged and available to or benefiting only its members, but in no event shall fee exceed 85% of the regular membership dues, fees and assessments."

A copy of this Act shall be distributed by the Union to all members of the bargaining unit and prospective members of the bargaining unit so that they may fully understand the procedures under this Act and such appeals as may be made by them.

ARTICLE 17

MISCELLANEOUS

- A. Any employee requiring special training, schooling or other special courses in order to perform his duties shall do so at the expense of the Borough as long as the Borough directs such attendance.
- B. Any employee who is requested by the Borough to use his personal car in the performance of his work, shall receive reimbursement in the sum of twenty cents (0.20) per mile to cover the cost of maintenance.
- C. Employees who are called to serve on jury duty shall be paid as time worked and shall be paid for such time less the amount received as pay for jury duty by the court.
- D. The safety committees shall enforce the inspection of first aid kits. First aid kits shall be carried on all working vehicles.
- E. Employees shall receive one (1) holiday which will be designated as a "floating" holiday and the employee desirous of taking such holiday shall give adequate advance notice to his immediate supervisor and permission to take such holiday shall no be unreasonably denied consistent with the needs of the department.
- F. Stewards shall be considered the most senior employee for the purpose of layoff and rehiring. Such seniority shall not take precedence over the ability to do the available work. In the event a Steward cannot perform available work, then the Union shall be notified, and the Union shall choose a replacement Steward.
- G. A labor management committee consisting of one Council member, one superintendent and two Union representatives shall meet monthly to discuss Union relations and problems in order to achieve a harmonious relationship and to eliminate minor problems that are not brought to the grievance procedure.

- H. Negotiations shall take place alternately on the Borough's time and on the members' time.
- I. There shall be a "sign in/sign out" sheet for all D.P.W. employees when using D.P.W. equipment. (i.e. weed wacker, power saw, lawn mowers). These examples are only for purpose for illustration and not by way of limitation.

ARTICLE 18

UNIFORMS

- A. The Borough shall pay to each employee by separate check, the sum of four hundred and fifty (\$450.00) dollars per year as clothing and shoe allowance. Said payment to be made in July of each year of this contract.
- B. The employee understands that the sum of four hundred and fifty (\$450.00) dollars is the full extend of the clothing and shoe allowance to be provided by the Borough in each year of this contract and employees agree to purchase the necessary required work clothes even if said purchases exceed this amount.
- C. Any employee found to not be wearing the proper work clothes while on duty, shall be subject to disciplinary action.

ARTICLE 19

OUTSIDE EMPLOYMENT

- A. It is agreed that the employees have the right to have outside employment, except that such outside employment shall be subordinate to the Borough's employment and no employee shall fail to respond to emergency calls from the Borough because of such outside employment.

ARTICLE 20

OVERTIME

- A. Employees who are working at an occupation or assignment shall have first choice for overtime purposes on the job he is performing at the time overtime work shall be offered. All other overtime shall be offered on a rotating basis, starting with the senior man, and should any employee refuse his turn on overtime, he will be bypass until the next turn on the list is offered to him. Employees who refuse overtime on three (3) consecutive occasions shall go to the bottom of the list for all future overtime for the balance of the year.
- B. Employees working more than eight (8) hours per day or forty (40) hours per week shall receive time and a half as payment for such time worked. On Sunday any time and employee shall be called to work, he shall be paid double time for the seventh consecutive day of work. Should Sunday be the sixth day of work, then such payment shall be at the rate of time and one half.
- C. Employees on a continuous shift, example filter plant, shall be paid time and one half for the sixth consecutive day of work and double time for the seventh consecutive day of work.
- D. At the conclusion of two consecutive shifts, the employee shall have the option of four hours off without pay.

ARTICLE 21

FULLY-BARGAINED AGREEMENT

- A. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargaining issues, which were or could have been the subject of negotiations. During the term of this Agreement, negotiations shall not be initiated with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time negotiated or signed this Agreement, unless both the Employer and Union mutually agree to the negotiations concerning the specified matters.

ARTICLE 22

DURATION & TERMINATION

The within Agreement shall terminate December 31, 2005.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year first above written.

BOROUGH OF HALEDON, D.P.W.

By: M. J. Houghton

Date: 7/3/03

By: Allen R. Swan

Date: 7-3-2003

LOCAL 74, SERVICE EMPLOYEES INTERNATIONAL UNION AFL-CIO

By: _____

Date: _____

By: Mary R. B.

Date: 7-2-03

By: Joyce E. Miller

Date: 7-2-03

By: David Wright

Date: 7-2-03

By: Gerry Houghton

Date: 7-2-03

SALARY SCALE
For
BOROUGH OF HALEDON

| | <u>1ST Step</u> | <u>2nd Step</u> | <u>3rd Step</u> |
|-------------------------|----------------------------|----------------------------|----------------------------|
| <u>CLASS IV:</u> | | | |
| January 1, 2002 | \$18.24 | \$18.65 | \$19.05 |
| January 1, 2003 | \$18.83 | \$19.25 | \$19.68 |
| January 1, 2004 | \$19.45 | \$19.88 | \$20.32 |
| January 1, 2005 | \$20.08 | \$20.53 | \$20.98 |

| | | | |
|--------------------------|---------|---------|---------|
| <u>CLASS III:</u> | | | |
| January 1, 2002 | \$19.10 | \$19.85 | \$20.59 |
| January 1, 2003 | \$19.72 | \$20.50 | \$21.26 |
| January 1, 2004 | \$20.36 | \$21.17 | \$21.95 |
| January 1, 2005 | \$21.02 | \$21.85 | \$22.66 |

| | | | |
|-------------------------|---------|---------|---------|
| <u>CLASS II:</u> | | | |
| January 1, 2002 | \$20.60 | \$20.91 | \$21.24 |
| January 1, 2003 | \$21.27 | \$21.59 | \$21.93 |
| January 1, 2004 | \$21.96 | \$22.29 | \$22.64 |
| January 1, 2005 | \$22.67 | \$23.01 | \$23.38 |

| | | | |
|------------------------|---------|---------|---------|
| <u>CLASS I:</u> | | | |
| January 1, 2002 | \$21.37 | \$22.04 | \$22.74 |
| January 1, 2003 | \$22.07 | \$22.76 | \$23.47 |
| January 1, 2004 | \$22.78 | \$23.50 | \$24.23 |
| January 1, 2005 | \$23.53 | \$24.26 | \$25.03 |